

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

STONE INTERIORS, INC., d/b/a PRP USA,)	
)	
Plaintiff,)	
)	
v.)	Case No. 08 CV 1158
)	
CUSTOM INTERIORS, LLC,)	
)	
MICHAEL ZAMPIERI IV,)	
)	
and HARD ROCK ENTERPRISES, LLC		
Defendants.		

FIRST AMENDED COMPLAINT

Plaintiff, Stone Interiors, Inc. d/b/a PRP USA (“Stone Interiors”), by and through its attorney, J. Scott Humphrey of Seyfarth Shaw LLC, alleges and states as follows for its First Amended Complaint for money judgment against Defendants Custom Interiors, LLC (“Custom Interiors”), Michael Zampieri, IV (“Zampieri”) and Hard Rock Enterprises, LLC (“Hard Rock”).

OVERVIEW

1. Stone Interiors seeks to recover a money judgment in the amount of \$140,037.23, plus interest and attorneys fees, and to recover all additional costs incurred in this action pursuant to Agreements entered into between Stone Interiors, Custom Interiors and Zampieri in October 2006, November 2006, and October 2007. In addition, Stone Interiors seeks to recover the value of goods it delivered to Custom Interiors that are now believed to be used by Hard Rock without compensation to Stone Interiors.

PARTIES, JURISDICTION AND VENUE

2. Stone Interiors is an Illinois corporation with its principal place of business located at 1207 Candlewood Court in Aurora, Illinois. Stone Interiors is in the business of

supplying marble and granite products to various customers. All actions taken by Stone Interiors with respect to its business originate out of its headquarters in Aurora, Illinois.

3. Based upon information and belief, Custom Interiors is an Alabama Limited Liability Company with its principal place of business at 8255 Wards Lane in Semmes, Alabama.

4. Also based upon information and belief, Jason Ziglar, James Ziglar, Darrel Roberts and RZ Group, LLC are the only members of Custom Interiors. Jason Ziglar, James Ziglar and Darrel Roberts are individuals who reside in Alabama. RZ Group, LLC is an Alabama Limited Liability Company

5. Zampieri is an officer and director of Custom Interiors. Based upon information and belief, Zampieri is an Alabama resident who resides at 6417 Canebrake Road, Mobile, Alabama, 36695.

6. Based upon information and belief, Hard Rock is an Alabama Limited Liability Company with its principal place of business at 8255 Wards Lane, Semmes, Alabama.

7. Also based upon information and belief, Michael J. Zampieri III is the only member of Hard Rock. Michael J. Zampieri III is an individual who, upon information and belief, resides in Alabama.

8. In October and November 2006, Stone Interiors entered into negotiations with Custom Interiors from its offices in Aurora, Illinois about supplying services and materials to Custom Interiors.

9. The parties subsequently entered into an Agreement whereby Stone Interiors agreed to supply, and Custom Interiors agreed to pay for, marble and granite slabs to Custom Interiors.

10. Stone Interiors entered into this Agreement from its offices in Aurora, Illinois.

11. On September 24, 2007, Stone Interiors, Custom Interiors, and Zampieri entered into an Agreement that specifically stated that any and all disputes arising from the Agreement shall “be brought and maintained in the United States District Court for the Northern District of Illinois.”

12. Accordingly, this Court has original jurisdiction of this action under 28 U.S.C. §1332 because the parties are citizens of different states and the matter in controversy exceeds \$75,000.00.

13. Venue is also proper in this district under 28 U.S.C. §1391(a) because Stone Interiors’ principal place of business is here, Custom Interiors conducts business here, a substantial portion of the transactions at issue took place here, and the parties specifically agreed that this court would resolve any dispute arising out of their Agreements.

COUNT ONE
(Breach of Contract – Custom Interiors)

14. In October and November 2006, Stone Interiors and Custom Interiors entered into an Agreement (the “Agreement”) whereby Custom Interiors would purchase, and Stone Interiors would deliver, marble and granite slabs from Stone Interiors. The terms of the Agreement are found in the invoices sent by Stone Interiors to Custom Interiors on October 10, October 16 and November 30, 2006. Copies of these invoices are attached as Exhibits A-C.

15. Pursuant to the Agreement, Stone Interiors issued an invoice to Custom Interiors following Custom Interior’s order for marble and/or granite slabs.

16. The invoice(s) stated the materials, quantity, price and total amount of Custom Interior’s order and that Stone Interiors would ship the marble and/or granite slabs to Custom Interiors along with the invoice.

17. The invoices also stated that payment for the marble and/or granite slabs is due within 90 days of the bill of lading.

18. Thus, under the express terms of the Agreement, Custom Interiors agreed to pay for all materials provided by Stone Interiors within 90 days of the bill of lading.

19. Stone Interiors and Custom Interiors further agreed that Custom Interiors would be charged interest at the rate of 12 percent per annum for any invoice that was not paid within 90 days of the bill of lading.

20. Finally, the parties agreed that the prevailing party in any dispute arising out of the Agreements “shall be able to recover reasonable attorney and other charges” from the non-prevailing party.

21. Pursuant to the Agreement, on October 10, 2006, Stone Interiors issued an invoice to Custom Interiors with a Bill of Lading date of October 10, 2006. The invoice amount was for \$12,335.41 worth of material. (A copy of the invoice is attached as Exhibit A).

22. Pursuant to the Agreement, on October 16, 2006, Stone Interiors issued six invoices to Custom Interiors with a Bill of Lading date of October 16, 2006. The total invoice amount was for \$122,715.62 worth of material. (A copy of the October 16, 2006 invoices are attached as Exhibit B).

23. Pursuant to the Agreement, on November 30, 2006, Stone Interiors issued an invoice to Custom Interiors with a Bill of Lading date of November 30, 2006. The invoice amount was for \$19,982.20 worth of material. (A copy of the November 30, 2006 invoice is attached as Exhibit C).

24. Thus, in accordance with the Agreement, Stone Interiors provided Custom Interiors with \$155,033.23 worth of marble and granite in October and November 2006 and payment for the marble and granite was due no later than March 1, 2007.

25. Custom Interiors, however, only paid \$30,000.00 for the material Stone Interiors supplied Custom Interiors and, as such, has failed to pay the remaining \$125,033.23 it owes Stone Interiors.

26. Additionally, pursuant to the Agreement, interest at the rate of 12 percent per annum is to be applied to all sums that are overdue on each invoice.

27. The total amount of interest due under the Agreement, as of July 1, 2007, is \$15,004.23.

28. Moreover, on May 2, 2007, Custom Interiors offered, and Stone Interiors accepted, to comply with the duties and obligations Custom Interiors owed Stone Interiors under the Agreement by making full and complete payment of the amount it owed Stone Interiors by June 8, 2007.

29. Once again, Custom Interiors failed to live up to its duties and obligations.

30. Specifically, Custom Interiors failed to make full and complete payment of the amount owed Stone Interiors and, as of this date, Custom Interiors still owes Stone Interiors \$140,037.23.

31. Stone Interiors has fully performed all the duties and obligations it owed Custom Interiors under the Agreement.

32. Custom Interiors, however, has breached, and continues to breach, its Agreement with Stone Interiors by failing to pay Stone Interiors for all of the material Stone Interiors provided Custom Interiors in October and November 2006.

33. Accordingly, Stone Interiors is entitled to recover damages equal to the full amount due under the invoices, plus interest at the applicable interest rate, from Custom Interiors.

34. Stone Interiors is also allowed to recover its costs, including its attorneys fees, in having to institute legal proceedings against Custom Interiors.

WHEREFORE, Stone Interiors, Inc. d/b/a PRP USA, respectfully requests that this Honorable Court enter judgment in its favor and against Defendant, Custom Interiors, LLC, as follows:

- (a) order Custom Interiors to pay Stone Interiors \$125,033.23 in principal pursuant to the outstanding invoices;
- (b) order Custom Interiors to pay, at a minimum \$15,004.00 for interest due as a result of the outstanding invoices, plus continuing interest at the rate of 12 percent per annum from March 2007 through the date that all amounts overdue on the invoices are paid in full;
- (c) order Custom Interiors to pay all of Stone Interior's costs and expenses, including its attorneys fees, for having to bring these legal proceedings;
- (d) award Stone Interiors, for the period subsequent to March 1, 2007, interest at the rate of 5 percent per annum on all amounts unpaid under the invoices, pursuant to 815 ILCS 205/2;
- (e) award Stone Interiors all further relief that is just and proper.

COUNT II
(Breach of Contract – Custom Interiors and Zampieri)

35. Stone Interior repeats and incorporates the allegations contained in paragraphs 1 through 32.

36. Stone Interiors filed its original Complaint against Custom Interiors on July 30, 2007. (A copy of Stone Interiors Complaint is attached as Exhibit D).

37. Custom Interiors was served with Stone Interiors' Complaint on August 8, 2007. (A copy of service on Customer Interiors is attached as Exhibit E).

38. Custom Interiors and Zampieri contacted Stone Interiors, after being served with the Complaint, about reaching an agreement with respect to the allegations contained in Stone Interiors' Complaint.

39. Stone Interiors, Custom Interiors and Zampieri had several subsequent communications about resolving the allegations contained in Stone Interiors' Complaint.

40. On September 24, 2007, Stone Interiors, Custom Interiors and Zampieri reached a settlement with respect to the allegations contained in Stone Interiors' Complaint. As part of the settlement and in exchange for Stone Interiors reducing the amount Custom Interiors owed Stone Interiors, Zampieri agreed to be jointly and severally liable for the settlement amount. (A copy of the signed Settlement Agreement and Release is attached as Exhibit F).

41. Specifically, according to the Settlement Agreement, "Custom Interiors and Zampieri, jointly and severally," agreed to pay the settlement amount (\$118,179.99) to Stone Interiors.

42. Zampieri's guarantee to be jointly and severally liable for the settlement amount was a material part of the Settlement Agreement and Stone Interiors would not have entered into the Settlement Agreement if Zampieri had not agreed to be jointly and severally liable for the settlement amount.

43. On October 11, 2007, Custom Interiors and Zampieri signed the Settlement Agreement.

44. Based upon Custom Interiors and Zampieri signing the Settlement Agreement, Stone Interiors voluntarily dismissed its Complaint against Custom Interiors on October 12, 2007.

45. Under the terms of the Settlement Agreement, Zampieri and/or Custom Interiors agreed to pay Stone Interiors \$118,179.99 in nine monthly payments of \$13,131.11. The payments were to begin no later than October 5, 2007 and continue through August 2008.

46. Zampieri and Custom Interiors, however, did not make their payment on or before October 5, 2007 and, as of this date, have made no efforts to comply with the terms of the Settlement Agreement.

47. Accordingly, Zampieri and Custom Interiors have breached the Settlement Agreement.

48. Stone Interiors has performed all of the duties and obligations it owes under the Settlement Agreement.

49. Paragraph 12 of the Settlement Agreement states “[I]n the event that any Party to the Agreement breaches the terms of this Agreement, the prevailing party in any legal proceeding arising out of this Agreement shall be entitled to reasonable attorneys fees ... [and] the full amount claimed in the [original lawsuit]”

50. Accordingly, Stone Interiors is entitled to recover from Zampieri and Custom Interiors the amount originally owed (\$140,037.23), as well as all interest and attorneys fees incurred as a result of Zampieri and Custom Interiors breaching the Settlement Agreement.

WHEREFORE, Stone Interiors, Inc. d/b/a PRP USA, respectfully requests that this Honorable Court enter judgment in its favor and against Defendants, Custom Interiors, LLC, and Michael Zampieri IV, jointly and severally, as follows:

- (a) order Custom Interiors and Zampieri to pay Stone Interiors \$125,033.23 in principal pursuant to the outstanding invoices;
- (b) order Custom Interiors and Zampieri to pay, at a minimum \$15,004.00 for interest due as a result of the outstanding invoices, plus continuing interest at the rate of 12 percent per annum from March 2006 through the date that all amounts overdue on the invoices are paid in full;
- (c) order Custom Interiors and Zampieri to pay all of Stone Interior’s costs and expenses, including its attorneys fees, for having to bring these legal proceedings;
- (d) award Stone Interiors, for the period subsequent to March 1, 2007, interest at the rate of 5 percent per annum on all amounts unpaid under the invoices, pursuant to 815 ILCS 205/2;

- (e) award Stone Interiors all further relief that is just and proper.

COUNT III
(Unjust Enrichment – Hard Rock)

51. Upon information and belief, Hard Rock is owned and operated by the same individuals as Custom Interiors, and in fact, shares the same office location.

52. On October 10, October 16 and on November 30 of 2007, individuals operating both Custom Interiors and Hard Rock caused Stone Interiors to deliver certain shipments of marble and granite slabs.

53. The marble and granite slabs were delivered to Hard Rock with the promise and expectation that Stone Interiors would be compensated by Defendants for the fair value of the goods delivered to Defendants by Stone Interiors.

54. Hard Rock has retained the benefits of the goods without compensation to Stone Interiors and to Stone Interiors' detriment.

55. To allow Hard Rock to retain the benefit of Stone Interiors' goods violates the fundamental principles of justice, equity and good conscience.

WHEREFORE, Stone Interiors, Inc. d/b/a PRP USA, respectfully requests that this Honorable Court enter judgment in its favor and against Defendant Hard Rock Enterprises, LLC, as follows:

- (a) order Hard Rock to pay \$125,033.23, the value of the goods unjustly retained by Hard Rock;
- (b) award Stone Interiors all further relief that is just and proper.

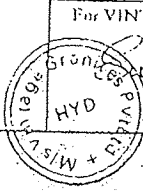
Respectfully submitted,

STONE INTERIORS, INC., d/b/a PRP USA.

By s/J. Scott Humphrey
One of Its Attorneys

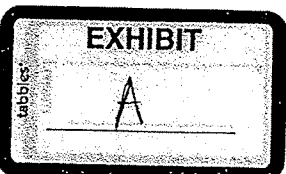
J. Scott Humphrey, Esq.
SEYFARTH SHAW LLP
131 South Dearborn Street, Suite 2400
Chicago, IL 60603-5577



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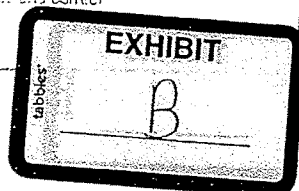
COMMERCIAL INVOICE					
EXPORTER: VINTAGE GRANITES PVT. LTD. FLAT NO. 203, GAYATRI NITHRA RESIDENCY, ROAD NO. 2, SHIVA GANGA COLONY, L.B. NAGAR, HYDERABAD - 500 070, INDIA		Invoice No. & Date : 36/06-07 dt. 10-Oct-2006		Exporter's Ref.:	
		Buyer's Order No. : ALB-275/06 dt. 30-Sep-2006		L.C. No. & Date :	
		Other Reference(s) : IE CODE: 903001535, TIN NO: 28520129284			
CONSIGNEE : " TO ORDER "		Buyer's (H other than Consignee) M/s. CUSTOM INTERIORS, SEMMESS, AL 36575, USA. FAX: 251-645-6736 <i>doc sent 11/2/06</i>			
Pre-Carriage by: BY RAIL		Place of Receipt by Pre-Carrier ICD - HYDERABAD		Country of Origin of Goods INDIA	
Vessel / Flight No.		Port of Loading CHENNAI / MUMBAI		Country of Final Destination U.S.A.	
Port of Discharge MOBILE, AL		Final Destination SEMMESS, AL 36575		Terms of Delivery and Payment: <i>Del. # 12693856554</i> C & I	
Marks & Nos.	No. of Kinds of Pkgs.	Description of Goods	Quantity in Sft.	Rate per Sft. (in \$)	Amount (in \$)
CONTAINER NO: TRLU 2113739 (GP)			POLISHED GRANITE SLABS		
	4 CRATES	TAN BROWN - 3CM	1445.39	5.05	7299.22
	2 CRATES	TAN BROWN - 2CM	1219.33	4.05	4938.29
		INSURANCE			97.90
TOTAL SIX (06) CRATES TOTAL 45 SLABS			TOTAL SFT. 2664.72		
Amount Chargeable (in words)				Total (in \$)	12335.41
US \$ TWELVE THOUSAND THREE HUNDRED AND THIRTY FIVE AND CENTS FORTY ONE ONLY					
Declaration: We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct					
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div> For VINTAGE GRANITES PVT. LTD. <i>brahmanyam</i> Authorized Signatory </div> <div>  </div> </div>					

EXHIBIT

A



COMMERCIAL INVOICE					
 GRANITE EXPORTS	P.R.P. USA 1207, Candlewood CT, Ansonia, CT 06408, USA Phone: 203-767-7474 Fax: 203-767-7474 C/o: The Rathore Village Metro Taluk, Madurai District, Tamilnadu-INDIA		Invoice No. & Date: 1510/16.10.2006		Exporter's Ref.: L.C. No. & Date: P.O. No: 276/ALB/06 DT:30.09.2006
	CONSIGNEE "TO ORDER"		Buyer's Order No.: P.O. No: 276/ALB/06 Other Reference(s): Buyer's Ref other than Consignee:		
	INTERIORS, SEMMES, AL 36575, USA.		Country of Origin of Goods: INDIA		
	Country of Final Destination: USA		Terms of Delivery and Payment: F.O.B. AT TUTICORIN PORT AT 90 DAYS FROM THE B/L DATE		
Pre-Carriage by: ROAD		Piece of Receipt by Pre-Carrier: TUTICORIN		Vessel / Flight No.: FEEDER 3 V.F3 - 381	
Port of Discharge: MOBILE, AL		Final Destination: SEMMES, AL 36575		Port of Loading: TUTICORIN	
Marks & Nos. Container No.		No. of Kinds of Pkgs.		Description of Goods	
06 PALLETS - 46 SLABS GRANITE POLISHED SLABS		Quantity		Rate per	
Amount		SQ. FT.		Rate/Sq. Ft. USD	
TOTAL USD		811.58		7.69	
6241.05		641.46		6.20	
3977.05		975.77		7.69	
7503.67		630.33		6.20	
3908.05		3059.14		FREE SAMPLES (20 NOS) OF 6" X 6" SIZES PACKED IN A SMALL WOODEN BOX	
Amount Chargeable in words:		Total		21629.82	
US DOLLAR TWENTY ONE THOUSAND SIX HUNDRED TWENTY NINE AND CENTS EIGHTY TWO ONLY					
Declaration: We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct					
B R C E		For P.R.P. USA  Authorized Signatory			



P.R.P. USA
1207 CANDLEWOOD CT, AURORA, IL 60508, USA. PH. 630-215-7674, FAX: 630-692-6989
PACKING SLIP

CONSIGNEE:

"TO ORDER "

INVOICE No: 1510 / 16.10.2006

PORT OF LOADING : TUTICORIN

FINAL DESTINATION : SEMMES, AL 36575

CONTAINER NO: TEXU - 362331 - 7

PAYMENT TERMS : F.O.B AT TUTICORIN PORT

P.O.# 276/ ALB / 06/ 30.09.2006

MATERIAL NAME: COLONIAL DREAM, SIVAKASHI

AT 90 DAYS FROM THE B/L DATE

AT 90 DAYS FROM THE B/L DATE

PALLET - 1						
Sl. No.	Code	Slab Dimension		2 / 3 CM	Net Sq.Ft.	REMARKS
1	CD/188/31	135	x 74	3 CM	69.38	
2	CD/188/32	135	x 71	"	66.56	
3	CD/188/33	135	x 71	"	66.56	
4	CD/188/34	135	x 72	"	67.50	
5	CD/188/35	135	x 74	"	69.38	
6	CD/188/27	135	x 74	"	69.38	
	Total 06 Slabs				408.75	
PALLET - 2						
7	CD/188/28	135	x 72	3 CM	67.50	
8	CD/188/22	135	x 72	"	67.50	
9	CD/188/23	135	x 71	"	66.56	
10	CD/188/24	132	x 74	"	67.83	
11	CD/188/25	130	x 72	"	65.00	
12	CD/188/26	135	x 73	"	68.44	
	Total 06 Slabs				402.83	
PALLET - 3						
13	CD/188/50	135	x 70	2 CM	65.63	
14	CD/188/51	119	x 73	"	60.33	
15	CD/188/19	119	x 73	"	60.33	
16	CD/188/20	119	x 73	"	60.33	
17	CD/188/24	135	x 73	"	68.44	
18	CD/188/27	135	x 73	"	68.44	
19	CD/188/62	118	x 74	"	60.64	
20	CD/188/07	135	x 69	"	64.69	
21	CD/188/06	134	x 68	"	63.28	
22	CD/188/04	135	x 74	"	69.38	
	Total 10 Slabs				641.46	

1453.04 Sq.Ft.

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:: 2 ::

PALLET - 4

Sl. No.	Code	Slab Dimension	2 / 3 CM	Net Sq.Ft.	REMARKS
		B/F		1453.04	
23	SY/6-627/43	131 x 77	3 CM	70.05	
24	SY/6-627/08	127 x 76	"	67.03	
25	SY/6-627/21	123 x 79	"	67.48	
26	SY/6-627/20	132 x 76	"	69.67	
27	SY/6-627/19	132 x 78	"	71.50	
28	SY/6-627/18	132 x 78	"	71.50	
29	SY/6-627/17	132 x 79	"	72.42	
	Total 07 Slabs			489.64	

PALLET - 5

30	SY/6-627/16	125 x 79	3 CM	68.58	
31	SY/6-627/44	132 x 77	"	70.58	
32	SY/6-627/45	131 x 76	"	69.14	
33	SY/6-627/46	132 x 78	"	71.50	
34	SY/6-627/47	132 x 76	"	69.67	
35	SY/6-627/48	132 x 77	"	70.58	
36	SY/6-627/01	122 x 78	"	66.08	
	Total 07 Slabs			486.13	

PALLET - 6



37	SY/5303/33	129 x 74	2 CM	66.29	
38	SY/5303/70	126 x 64	"	56.00	
39	SY/5303/54	129 x 73	"	65.40	
40	SY/5303/55	128 x 74	"	65.78	
41	SY/5303/52	128 x 74	"	65.78	
42	SY/5303/53	128 x 74	"	65.78	
43	SY/5303/50	124 x 74	"	63.72	
44	SY/5303/51	127 x 74	"	65.26	
45	SY/5303/17	125 x 63	"	54.69	
46	SY/5303/01	125 x 71	"	61.63	
	Total 10 Slabs			630.33	

Total 3059.14 Sq.Ft.

3 CM	12 Slabs	811.58 Sq.Ft.
2 CM	10 Slabs	641.46 Sq.Ft.
3 CM	14 Slabs	975.77 Sq.Ft.
2 CM	10 Slabs	630.33 Sq.Ft.
Total	46 SLABS	3059.14 Sq.Ft.

For P.R.P. USA

Authorised Signatory

COMMERCIAL INVOICE					
 P.R.P. USA 1207, Candlewood CT, Aurora, IL 60508, USA Ph: 630-213-7674 Fax: 630-692-6989 C/o Thekambur Village, Madur Taluk, Madurai District, Tamilnadu-INDIA	Invoice No. & Date : 1511/16.10.2006		Exporter's Ref		
	Buyer's Order No. : P.O. No: 277/ALB/06		L.C. No. & Date : DT:30.09.2006		
	Other Reference(s) :				
	Buyer's (If other than Consignee):				
CONSIGNEE : "TO ORDER"		INTERIORS, SEMMES, AL 36575, USA.			
		Country of Origin of Goods INDIA		Country of Final Destination USA	
Pre-Carriage by ROAD	Place of Receipt by Pre-Carrier TUTICORIN	Terms of Delivery and Payment F.O.B. AT TUTICORIN PORT AT 90 DAYS FROM THE B/L DATE			
Vessel / Flight No. FEEDER 3 V.F3 - 381	Port of Loading TUTICORIN				
Port of Discharge MOBILE, AL	Final Destination SEMMES, AL 36575				
Marks & Nos. Container No	No. of Kinds of Pkgs.	Description of Goods	Quantity	Rate per	Amount
06 PALLETS - 48 SLABS GRANITE POLISHED SLABS					
<u>CONTAINER NO.</u>			<u>SQ. FT.</u>	<u>Rate/Sq. Ft. USD</u>	<u>TOTAL USD</u>
MLCU 360037 - 9					
<u>SEAL NO:</u> 2 CM THICKNESS - 27 SLABS IVORY BROWN			1546.92	6.20	9590.90
8253 3 CM THICKNESS - 21 SLABS IVORY BROWN			1296.19	7.69	9967.70
			2843.11		
FREE SAMPLES (20 NOS) OF 6" X 6" SIZES PACKED IN A SMALL WOODEN BOX					
Amount Chargeable (in words):				Total	19558.61
US DOLLAR NINETEEN THOUSAND FIVE HUNDRED FIFTY EIGHT AND CENTS SIXTY ONE ONLY					
Declaration : We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct			For P.R.P. USA  Authorized Signatory		
E&OE					

P.R.P. USA
1207 CANDLEWOOD CT, AURORA, IL 60508, USA. PH. 630-215-7674, FAX: 630-692-6989
PACKING SLIP

CONSIGNEE:

"TO ORDER"

INVOICE No: 1511 / 16.10.2006

PORT OF LOADING : TUTICORIN

FINAL DESTINATION : SEMMES, AL 36575

CONTAINER NO: MLCU - 360037 - 9

P.O.# 277/ ALB / 06/ 30.09.2006

PAYMENT TERMS : F.O.B AT TUTICORIN PORT

MATERIAL NAME: IVORY BROWN

AT 90 DAYS FROM THE B/L DATE

PALLET - 1					
Sl. No.	Code	Slab Dimension	2 / 3 CM	Net Sq.Ft.	REMARKS
1	IB/7-531/44	128 x 69	2 CM	61.33	
2	IB/7-531/43	121 x 69	"	57.98	
3	IB/7-531/42	128 x 68	"	60.44	
4	IB/7-531/41	128 x 67	"	59.56	
5	IB/7-531/40	128 x 69	"	61.33	
6	IB/7-531/45	127 x 69	"	60.85	
7	IB/7-531/46	127 x 69	"	60.85	
8	IB/7-531/47	127 x 69	"	60.85	
9	IB/7-531/48	128 x 70	"	62.22	
	Total 09 Slabs			545.43	
PALLET - 2					
10	IB/7-531/49	128 x 70	2 CM	62.22	
11	IB/7-531/53	125 x 67	"	58.16	
12	IB/7-531/52	125 x 69	"	59.90	
13	IB/7-531/51	128 x 70	"	62.22	
14	IB/7-531/50	125 x 70	"	60.76	
15	IB/7-531/54	122 x 64	"	54.22	
16	IB/7-531/55	117 x 70	"	56.88	
17	IB/7-531/56	117 x 63	"	51.19	
18	IB/7-531/57	116 x 63	"	50.75	
	Total 09 Slabs			516.30	
PALLET - 3					
19	IB/7-531/58	115 x 62	2 CM	49.51	
20	IB/7-531/59	114 x 71	"	56.21	
21	IB/7-531/60	112 x 69	"	53.67	
22	IB/7-531/61	116 x 67	"	53.97	
23	IB/7-531/62	114 x 71	"	56.21	
24	IB/7-531/63	112 x 71	"	55.22	
25	IB/7-531/64	117 x 72	"	58.50	
26	IB/7-531/65	110 x 60	"	45.83	
27	IB/7-531/66	117 x 69	"	56.06	
	Total 09 Slabs			485.19	

1546.92 Sq.Ft.

:: 2 ::

PALLET - 4					
Sl. No.	Code	Slab Dimension	2 / 3 CM	Net Sq.Ft.	REMARKS
		B/F		1546.92	
28	IB/7-531/29	128 x 71	3 CM	63.11	
29	IB/7-531/30	128 x 70	"	62.22	
30	IB/7-531/31	128 x 71	"	63.11	
31	IB/7-531/32	128 x 71	"	63.11	
32	IB/7-531/33	128 x 71	"	63.11	
33	IB/7-531/34	128 x 71	"	63.11	
34	IB/7-531/35	128 x 71	"	63.11	
	Total 07 Slabs			440.89	

PALLET - 5					
35	IB/7-531/38	128 x 70	3 CM	62.22	
36	IB/7-531/37	128 x 70	"	62.22	
37	IB/7-531/36	128 x 70	"	62.22	
38	IB/7-531/14	128 x 71	"	63.11	
39	IB/7-531/13	128 x 70	"	62.22	
40	IB/7-531/12	128 x 70	"	62.22	
41	IB/7-531/11	127 x 70	"	61.74	
	Total 07 Slabs			435.96	


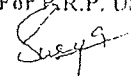
PALLET - 6					
42	IB/7-531/10	127 x 69	3 CM	60.85	
43	IB/7-531/09	127 x 69	"	60.85	
44	IB/7-531/08	125 x 68	"	59.03	
45	IB/7-531/39	128 x 70	"	62.22	
46	IB/7-531/07	127 x 67	"	59.09	
47	IB/7-531/06	127 x 67	"	59.09	
48	IB/7-531/05	127 x 66	"	58.21	
	Total 10 Slabs			419.35	

Total 2843.11 Sq.Ft.

2 CM	27 Slabs	1546.92 Sq.Ft.
3 CM	21 Slabs	1296.19 Sq.Ft.
Total	48 SLABS	2843.11 Sq.Ft.

For P.R.P. USA

Authorized Signatory

COMMERCIAL INVOICE					
 P.R.P. USA 1207, Candlewood CT. Aurora, IL 60508, USA Ph:630-215-7674 Fax:630-692-6989 C/o. Thekuthuru Village, Melur Taluk, Madurai District, Tamilnadu-INDIA		Invoice No. & Date : 1512/16.10.2006		Exponer's Ref :	
		Buyer's Order No. : P.O. No: 278/S-ALB/06		L.C. No. & Date : DT:30.09.2006	
		Other Reference(s) :			
		Buyer's (If other than Consignee)			
CONSIGNEE : "TO ORDER"		INTERIORS, SEMMES, AL 36575, USA.			
		Country of Origin of Goods INDIA		Country of Final Destination USA	
Pre-Carriage by ROAD	Place of Receipt by Pre-Carrier TUTICORIN	Terms of Delivery and Payment F.O.B. AT TUTICORIN PORT AT 90 DAYS FROM THE B/L DATE			
Vessel / Flight No. FEEDER 3 V.F3 - 382	Port of Loading TUTICORIN				
Port of Discharge MOBILE, AL	Final Destination SEMMES, AL 36575				
Marks & Nos. Container No.	No. of Kinds of Pkgs.	Description of Goods	Quantity	Rate per	Amount
06 PALLETS - 48 SLABS GRANITE POLISHED SLABS					
<u>CONTAINER NO.</u> CAXU 295168 - 2			<u>SQ. FT.</u>	<u>Rate/Sq. Ft. USD</u>	<u>TOTAL USD</u>
<u>SEAL NO:</u> 2 CM THICKNESS - 10 SLABS GOLDEN JUPARANA			572.12	6.20	3547.14
8254 3 CM THICKNESS - 14 SLABS GOLDEN JUPARANA			849.50	7.69	6532.66
3 CM THICKNESS - 14 SLABS IVORY GOLD			894.48	7.69	6878.55
2 CM THICKNESS - 10 SLABS IVORY GOLD			661.40	6.20	4100.68
			2977.50		
FREE SAMPLES (20 NOS) OF 6" X 6" SIZES PACKED IN A SMALL WOODEN BOX					
Amount Chargeable (in words)				Total	21059.03
US DOLLAR TWENTY ONE THOUSAND FIFTY NINE AND CENTS THREE ONLY					
Declaration We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct			For P.R.P. USA  Authorised Signatory		
E&OE					

P.R.P. USA
1207 CANDLEWOOD CT, AURORA, IL 60508, USA. PH. 630-215-7674, FAX: 630-692-6989
PACKING SLIP

CONSIGNEE:

"TO ORDER"

INVOICE No: 1512 / 16.10.2006

PORT OF LOADING : TUTICORIN

FINAL DESTINATION : SEMMES, AL 36575

CONTAINER NO: CAXU - 295168 - 2

P.O.# 278/ ALB / 06/ 30.09.2006

PAYMENT TERMS : F.O.B AT TUTICORIN PORT

MATERIAL NAME: GOLDEN JUPARANA, IMPERIAL GOLD

AT 90 DAYS FROM THE B/L DATE

PALLET - 1					
Sl. No.	Code	Slab Dimension		2 / 3 CM	Net Sq.Ft.
1	GJ/1204/02	111	x 73	2 CM	56.27
2	GJ/1204/09	112	x 72	"	56.00
3	GJ/1204/01	112	x 72	"	56.00
4	GJ/1204/03	111	x 68	"	52.42
5	GJ/1204/04	112	x 73	"	56.78
6	GJ/1204/06	113	x 73	"	57.28
7	GJ/1204/05	112	x 73	"	56.78
8	GJ/1204/26	124	x 70	"	60.28
9	GJ/1204/24	116	x 75	"	60.42
10	GJ/1204/25	115	x 75	"	59.90
Total 10 Slabs					572.12
PALLET - 2					
11	GJ/5053/19	127	x 70	3 CM	61.74
12	GJ/5053/20	126	x 71	"	62.13
13	GJ/5053/21	125	x 70	"	60.76
14	GJ/5053/22	125	x 70	"	60.76
15	GJ/5053/23	122	x 70	"	59.31
16	GJ/5053/38	125	x 71	"	61.63
17	GJ/5053/08	126	x 70	"	61.25
Total 07 Slabs					427.58
PALLET - 3					
18	GJ/5053/07	126	x 71	3 CM	62.13
19	GJ/5053/06	124	x 65	"	55.97
20	GJ/5053/05	124	x 69	"	59.42
21	GJ/5053/04	126	x 71	"	62.13
22	GJ/5053/03	126	x 70	"	61.25
23	GJ/5053/02	124	x 70	"	60.28
24	GJ/5053/27	125	x 70	"	60.76
Total 07 Slabs					421.93

1421.63 Sq.Ft.

Case 1:07-cv-04274 Document 6-2 Filed 07/31/2007 Page 10 of 20

:: 2 ::

PALLET - 4

Sl. No.	Code	Slab Dimension	2 / 3 CM	Net Sq.Ft.	REMARKS
		B/F		1421.63	
25	IG/3724/43	118 x 76	3 CM	62.28	
26	IG/3724/44	120 x 77	"	64.17	
27	IG/3724/45	120 x 78	"	65.00	
28	IG/3724/46	120 x 76	"	63.33	
29	IG/3724/47	120 x 77	"	64.17	
30	IG/3724/48	119 x 78	"	64.46	
31	IG/3724/42	117 x 77	"	62.56	
	Total 07 Slabs			445.97	

PALLET - 5

32	IG/3724/41	117 x 79	3 CM	64.19	
33	IG/3724/40	116 x 78	"	62.83	
34	IG/3724/39	118 x 77	"	63.10	
35	IG/3724/38	117 x 79	"	64.19	
36	IG/3724/37	117 x 79	"	64.19	
37	IG/3724/36	117 x 79	"	64.19	
38	IG/3724/30	120 x 79	"	65.83	
	Total 07 Slabs			448.51	

PALLET - 6

39	IG/3872/26	132 x 69	2 CM	63.25	
40	IG/3872/25	132 x 72	"	66.00	
41	IG/3872/24	131 x 73	"	66.41	
42	IG/3872/23	133 x 72	"	66.50	
43	IG/3872/22	127 x 72	"	63.50	
44	IG/3872/30	129 x 72	"	64.50	
45	IG/3872/31	131 x 71	"	64.59	
46	IG/3872/32	132 x 74	"	67.83	
47	IG/3872/33	131 x 75	"	68.23	
48	IG/3872/34	132 x 77	"	70.58	
	Total 10 Slabs			661.40	

Total 2977.50 Sq.Ft.

2 CM	10 Slabs	572.12 Sq.Ft.
3 CM	14 Slabs	849.50 Sq.Ft.
3 CM	14 Slabs	894.48 Sq.Ft.
2 CM	10 Slabs	661.40 Sq.Ft.
Total	48 SLABS	2977.50 Sq.Ft.

For P.R.P. USA

Authorized Signatory

COMMERCIAL INVOICE																																																																																					
<div style="display: flex; align-items: center;"> <div> P.R.P. USA 1207, Candlewood CT, Aurora, IL 60508, USA Ph:630-215-7674 Fax:630-692-6989 C/o. Therukuthern Village, Melur Taluk, Madurai District, Tamilnadu-INDIA </div> </div>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">Invoice No. & Date : 1513/16.10.2006</td> <td style="width: 50%; padding: 2px;">Exporter's Ref :</td> </tr> <tr> <td style="padding: 2px;">Buyer's Order No. : P.O. No: 279/ALB/06</td> <td style="padding: 2px;">L C. No & Date DT:30.09.2006</td> </tr> <tr> <td colspan="2" style="padding: 2px;">Other Reference(s) :</td> </tr> <tr> <td colspan="2" style="padding: 2px;">Buyer's (If other than Consignee)</td> </tr> <tr> <td colspan="2" style="padding: 2px; text-align: center;"> INTERIORS, SEMMES, AL 36575, USA. </td> </tr> <tr> <td style="padding: 2px;">Country of Origin of Goods INDIA</td> <td style="padding: 2px;">Country of Final Destination USA</td> </tr> </table>			Invoice No. & Date : 1513/16.10.2006	Exporter's Ref :	Buyer's Order No. : P.O. No: 279/ALB/06	L C. No & Date DT:30.09.2006	Other Reference(s) :		Buyer's (If other than Consignee)		INTERIORS, SEMMES, AL 36575, USA.		Country of Origin of Goods INDIA	Country of Final Destination USA																																																																					
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<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Marks & Nos.</th> <th style="width: 15%;">No. of Kinds</th> <th style="width: 30%;">Description of Goods</th> <th style="width: 15%;">Quantity</th> <th style="width: 15%;">Rate per</th> <th style="width: 10%;">Amount</th> </tr> </thead> <tbody> <tr> <td colspan="3" style="text-align: center; padding: 5px;"> 06 PALLETS - 49 SLABS GRANITE POLISHED SLABS </td> <td></td> <td></td> <td></td> </tr> <tr> <td style="padding: 5px;"><u>CONTAINER NO.</u></td> <td></td> <td></td> <td style="text-align: center;"><u>SQ. FT.</u></td> <td style="text-align: center;"><u>Rate/Sq. Ft. USD</u></td> <td style="text-align: center;"><u>TOTAL USD</u></td> </tr> <tr> <td style="padding: 5px;">MLCU 341069 - 8</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="padding: 5px;"><u>SEAL NO:</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="padding: 5px;">8255</td> <td style="padding: 5px;">2 CM THICKNESS - 11 SLABS</td> <td style="padding: 5px;">KASHMIR GOLD</td> <td style="text-align: center; padding: 5px;">559.22</td> <td style="text-align: center; padding: 5px;">6.20</td> <td style="text-align: center; padding: 5px;">3467.16</td> </tr> <tr> <td></td> <td style="padding: 5px;">3 CM THICKNESS - 14 SLABS</td> <td style="padding: 5px;">KASHMIR GOLD</td> <td style="text-align: center; padding: 5px;">855.63</td> <td style="text-align: center; padding: 5px;">7.69</td> <td style="text-align: center; padding: 5px;">6579.79</td> </tr> <tr> <td></td> <td style="padding: 5px;">3 CM THICKNESS - 14 SLABS</td> <td style="padding: 5px;">LADY DREAM</td> <td style="text-align: center; padding: 5px;">776.41</td> <td style="text-align: center; padding: 5px;">7.69</td> <td style="text-align: center; padding: 5px;">5970.59</td> </tr> <tr> <td></td> <td style="padding: 5px;">2 CM THICKNESS - 10 SLABS</td> <td style="padding: 5px;">LADY DREAM</td> <td style="text-align: center; padding: 5px;">541.22</td> <td style="text-align: center; padding: 5px;">6.20</td> <td style="text-align: center; padding: 5px;">3355.56</td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: center; padding: 5px;">2732.48</td> <td></td> <td></td> </tr> <tr> <td colspan="3" style="padding: 5px;"> FREE SAMPLES (20 NOS) OF 6" X 6" SIZES PACKED IN A SMALL WOODEN BOX </td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="5" style="padding: 5px;"> Amount Chargeable (in words) </td> <td style="text-align: center; padding: 5px;"> Total 19373.12 </td> </tr> <tr> <td colspan="6" style="text-align: center; padding: 10px;"> US DOLLAR NINETEEN THOUSAND THREE HUNDRED SEVENTY THREE AND CENTS TWELVE ONLY </td> </tr> <tr> <td colspan="3" style="padding: 5px;"> Declaration : We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct </td> <td colspan="3" style="padding: 5px; text-align: center;"> For P.R.P. USA Authorised Signatory </td> </tr> </tbody> </table>		Marks & Nos.	No. of Kinds	Description of Goods	Quantity	Rate per	Amount	06 PALLETS - 49 SLABS GRANITE POLISHED SLABS						<u>CONTAINER NO.</u>			<u>SQ. FT.</u>	<u>Rate/Sq. Ft. USD</u>	<u>TOTAL USD</u>	MLCU 341069 - 8						<u>SEAL NO:</u>						8255	2 CM THICKNESS - 11 SLABS	KASHMIR GOLD	559.22	6.20	3467.16		3 CM THICKNESS - 14 SLABS	KASHMIR GOLD	855.63	7.69	6579.79		3 CM THICKNESS - 14 SLABS	LADY DREAM	776.41	7.69	5970.59		2 CM THICKNESS - 10 SLABS	LADY DREAM	541.22	6.20	3355.56				2732.48			FREE SAMPLES (20 NOS) OF 6" X 6" SIZES PACKED IN A SMALL WOODEN BOX						Amount Chargeable (in words)					Total 19373.12	US DOLLAR NINETEEN THOUSAND THREE HUNDRED SEVENTY THREE AND CENTS TWELVE ONLY						Declaration : We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct			For P.R.P. USA Authorised Signatory		
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P.R.P. USA
1207 CANDLEWOOD CT, AURORA, IL 60508, USA. PH. 630-215-7674, FAX: 630-692-6989
PACKING SLIP

CONSIGNEE:

"TO ORDER"

INVOICE No: 1513 / 16.10.2006

PORT OF LOADING : TUTICORIN

FINAL DESTINATION : SEMMES, AL 36575

CONTAINER NO: MLCU - 341069 - 8

P.O.#-279/ALB / 06/ 30.09.2006

PAYMENT TERMS : F.O.B AT TUTICORIN PORT

MATERIAL NAME: KASHMIR GOLD, LADY DREAM

AT 90 DAYS FROM THE B/L DATE

PALLET - 1					
Sl. No.	Code	Slab Dimension		2 / 3 CM	Net Sq.Ft.
1	KG/6-93/49	119	x 69	2 CM	57.02
2	KG/6-93/50	119	x 70	"	57.85
3	KG/6-93/51	117	x 69	"	56.06
4	KG/6-93/52	118	x 69	"	56.54
5	KG/6-93/53	122	x 61	"	51.68
6	KG/6-93/54	130	x 61	"	55.07
7	KG/6-93/55	108	x 60	"	45.00
8	KG/6-93/56	108	x 60	"	45.00
9	KG/6-93/57	108	x 60	"	45.00
10	KG/6-93/58	108	x 60	"	45.00
11	KG/6-93/59	108	x 60	"	45.00
Total 11 Slabs					559.22
PALLET - 2					
12	KG/6-93/10	129	x 64	3 CM	57.33
13	KG/6-93/12	133	x 64	"	59.11
14	KG/6-93/19	135	x 68	"	63.75
15	KG/6-93/13	134	x 69	"	64.21
16	KG/6-93/14	134	x 69	"	64.21
17	KG/6-93/15	135	x 69	"	64.69
18	KG/6-93/16	136	x 69	"	65.17
Total 07 Slabs					438.47
PALLET - 3					
18	KG/6-93/17	136	x 69	3 CM	65.17
19	KG/6-93/18	135	x 67	"	62.81
20	KG/6-93/11	134	x 63	"	58.63
21	KG/6-93/48	129	x 60	"	53.75
22	KG/6-93/47	118	x 69	"	56.54
23	KG/6-93/46	119	x 69	"	57.02
24	KG/6-93/45	132	x 69	"	63.25
Total 07 Slabs					417.17

1414.85 Sq.Ft.

:: 2 ::

PALLET - 4

Sl. No.	Code	Slab Dimension	2 / 3 CM	Net Sq.Ft.	REMARKS
		B/F		1414.85	
25	LD/9-62/14	120 x 67	3 CM	55.83	
26	LD/9-62/28	120 x 67		55.83	
27	LD/9-62/29	119 x 68		56.19	
28	LD/9-62/30	120 x 67		55.83	
29	LD/9-62/31	120 x 68		56.67	
30	LD/9-62/32	120 x 66		55.00	
31	LD/9-62/33	117 x 65		52.81	
	Total 07 Slabs			388.17	

PALLET - 5

32	LD/9-62/21	118 x 67	3 CM	54.90	
33	LD/9-62/22	120 x 67		55.83	
34	LD/9-62/23	120 x 66		55.00	
35	LD/9-62/24	120 x 66		55.00	
36	LD/9-62/25	120 x 66		55.00	
37	LD/9-62/26	120 x 67		55.83	
38	LD/9-62/15	120 x 68		56.67	
	Total 07 Slabs			388.24	

PALLET - 6


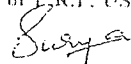
39	LD/9-62/42	119 x 66	2 CM	54.54	
40	LD/9-62/43	118 x 65		53.26	
41	LD/9-62/44	119 x 65		53.72	
42	LD/9-62/45	113 x 65		51.01	
43	LD/9-62/46	119 x 67		55.37	
44	LD/9-62/47	117 x 66		53.63	
45	LD/9-62/48	119 x 65		53.72	
46	LD/9-62/41	120 x 67		55.83	
47	LD/9-62/39	116 x 68		54.78	
48	LD/9-62/40	119 x 67		55.37	
	Total 10 Slabs			541.22	

Total 2732.48 Sq.Ft.

2 CM	11 Slabs	559.22 Sq.Ft.
3 CM	14 Slabs	855.63 Sq.Ft.
3 CM	14 Slabs	776.41 Sq.Ft.
2 CM	10 Slabs	541.22 Sq.Ft.
Total	49 SLABS	2732.48 Sq.Ft.

For P.R.P. USA

Authorised Signatory

COMMERCIAL INVOICE					
 P.R.P. USA 1207, Candlewood CT. Ansonia, IL 60508, USA Ph:630-215-7674 Fax:630-692-6989 Gta Therlaithera Village, Melur Taluk, Madurai District, Tamilnadu-INDIA		Invoice No. & Date : 1514/16.10.2006		Exporter's Ref. :	
		Buyer's Order No. : P.O. No: 280/ALB/06		L.C. No. & Date : DT:30.09.2006	
		Other Reference(s) :			
		Buyer's (If other than Consignee):			
CONSIGNEE :		INTERIORS, SEMAES, AL 36575, USA.			
TO ORDER		Country of Origin of Goods INDIA		Country of Final Destination USA	
Pre-Carriage by ROAD	Place of Receipt by Pre-Carrier TUTICORIN	Terms of Delivery and Payment			
Vessel / Flight No. MAERSK ABERDEEN V.6E0	Port of Loading TUTICORIN	F.O.B. AT TUTICORIN PORT AT 90 DAYS FROM THE B/L DATE			
Port of Discharge MOBILE, AL	Final Destination SEMAES, AL 36575				
Marks & Nos Consignor No	No. of Kinds of Pkgs	Description of Goods	Quantity	Rate per	Amount
07 PALLETS - 52 SLABS GRANITE POLISHED SLABS					
<u>CONTAINER NO.</u>			<u>SQ. FT.</u>	<u>Rate/Sq. Ft. USD</u>	<u>TOTAL USD</u>
HLCU 219068-9					
<u>SEAL NO:</u> 3 CM THICKNESS - 25 SLABS MADURA GOLD			1578.61	7.59	\$ 11,981.65
8256 2 CM THICKNESS - 27 SLABS MADURA GOLD			1480.73	6.20	\$ 9,180.53
			3059.34		
FREE SAMPLES (20 NOS) OF 6" X 6" SIZES PACKED IN A SMALL WOODEN BOX					
Amount Chargeable (in words)					Total \$ 21,162.18
US DOLLAR TWENTY ONE THOUSAND ONE HUNDRED SIXTY TWO AND CENTS EIGHTEEN ONLY					
Declaration We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct			For P.R.P. USA  Authorised Signatory		
E&OE					

P.R.P. USA
1207 CANDLEWOOD CT, AURORA, IL 60508, USA. PH. 630-215-7674, FAX: 630-692-6989
PACKING SLIP

CONSIGNEE:

"TO ORDER"

INVOICE No: 1514 / 16.10.2006

PORT OF LOADING : TUTICORIN

FINAL DESTINATION: SEMMES, AL 36575

CONTAINER NO: HLCU - 219068 - 9

P.O.# 280/ ALB / 06/ 30.09.2006

PAYMENT TERMS : F.O.B AT TUTICORIN PORT

MATERIAL NAME: MADURA GOLD

AT 90 DAYS FROM THE B/L DATE

PALLET - 1					
Sl. No.	Code	Slab Dimension		2 / 3 CM	Net Sq.Ft.
1	MG/4877/33	123	x 73	3 CM	62.35
2	MG/4877/34	123	x 72	"	61.50
3	MG/4877/35	123	x 72	"	61.50
4	MG/4877/36	123	x 73	"	62.35
5	MG/4877/37	121	x 72	"	60.50
6	MG/4877/38	123	x 71	"	60.65
Total 6 Slabs					368.85
PALLET - 2					
7	MG/4877/39	123	x 73	3 CM	62.35
8	MG/4877/30	116	x 73	"	58.81
9	MG/4877/19	117	x 73	"	59.31
10	MG/4877/20	117	x 73	"	59.31
11	MG/4877/21	118	x 73	"	59.82
12	MG/4877/22	117	x 73	"	59.31
Total 6 Slabs					358.92
PALLET - 3					
13	MG/3724/29	117	x 78	3 CM	63.38
14	MG/3724/31	118	x 78	"	63.92
15	MG/3724/32	118	x 78	"	63.92
16	MG/3724/33	118	x 79	"	64.74
17	MG/3724/34	118	x 78	"	63.92
18	MG/3724/35	117	x 79	"	64.19
Total 6 Slabs					384.05
PALLET - 4					
19	MG/3724/15	124	x 77	3 CM	66.31
20	MG/3724/16	123	x 79	"	67.48
21	MG/3724/17	123	x 79	"	67.48
22	MG/3724/18	120	x 79	"	65.83
23	MG/3724/19	119	x 79	"	65.28
24	MG/3724/20	122	x 79	"	66.93
25	MG/3724/21	123	x 79	"	67.48
Total 7 Slabs					466.79

1578.61 Sq.Ft.

:: 2 ::

PALLET - 5

Sl. No.	Code	Slab Dimension		2 / 3 CM	Net Sq.Ft.	REMARKS
		B/F			1578.61	
26	MG/4877/13	110	x 65	2 CM	49.65	
27	MG/4877/14	110	x 73		55.76	
28	MG/4877/59	123	x 73		62.35	
29	MG/4877/60	123	x 70		59.79	
30	MG/4877/12	111	x 64		49.33	
31	MG/4877/11	111	x 64		49.33	
32	MG/4877/10	111	x 64		49.33	
33	MG/4877/09	110	x 66		50.42	
34	MG/4877/08	110	x 66		50.42	
	Total 9 Slabs				476.40	

PALLET - 6

35	MG/4877/07	110	x 66	2 CM	50.42	
36	MG/4877/58	120	x 71		59.17	
37	MG/4877/57	123	x 69		58.94	
38	MG/4877/56	123	x 68		58.08	
39	MG/4877/55	123	x 68		58.08	
40	MG/4877/47	123	x 71		60.65	
41	MG/4877/48	123	x 72		61.50	
42	MG/4877/49	123	x 69		58.94	
43	MG/4877/50	121	x 73		61.34	
	Total 9 Slabs				527.11	

PALLET - 7

44	MG/4877/51	122	x 73	2 CM	61.85	
45	MG/4877/52	123	x 73		62.35	
46	MG/4877/53	123	x 72		61.50	
47	MG/4877/54	119	x 72		59.50	
48	MG/4877/02	108	x 63		47.25	
49	MG/4877/03	107	x 63		46.81	
50	MG/4877/04	105	x 62		45.21	
51	MG/4877/05	106	x 63		46.38	
52	MG/4877/06	106	x 63		46.38	
	Total 9 Slabs				477.22	

Total 3059.34 Sq.Ft.


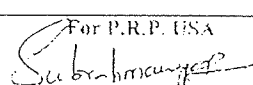
3 CM 25 Slabs 1578.61 Sq.Ft.

2 CM 27 Slabs 1480.73 Sq.Ft.

Total 52 SLABS 3059.34 Sq.Ft.

For P.R.P. USA

Authorised Signatory

COMMERCIAL INVOICE					
 P.R.P. USA 1207, Candlewood Ct, Aurora, IL 60508, USA Phone: 304-215-7674 Fax: 304-692-6989 C/o. Therkuthoru Village, Michur Taluk, Madurai District, Tamilnadu-INDIA		Invoice No. & Date : 1515/16.10.2006		Exporter's Ref. : L.C. No. & Date : DT:30.09.2006	
CONSIGNEE : "TO ORDER"		Buyer's Order No. : P.O. No: 281/ALB/06		Other Reference(s) : Buyer's (if other than Consignee)	
Country of Origin of Goods INDIA		Country of Final Destination USA			
Pre-Carriage by ROAD		Place of Receipt by Pre-Carrier TUTICORIN		Terms of Delivery and Payment F.O.B. AT TUTICORIN PORT AT 90 DAYS FROM THE B/L DATE	
Vessel / Flight No. MAERSK ABERDEEN V.6ED		Port of Loading TUTICORIN		Port of Discharge MOBILE, AL	
Final Destination SEMMES, AL 36575					
Marks & Nos. Container No.		No. of Kinds of Pkgs.		Description of Goods	
06 PALLETS - 41 SLABS GRANITE POLISHED SLABS		Quantity		Rate per	
Amount		Rate/Sq. Ft. USD		TOTAL USD	
CONTAINER NO. CPSU 103362-9		SEAL NO:		3 CM THICKNESS - 14 SLABS ROYAL BURGNDY GOLD 3 CM THICKNESS - 7 SLABS MADURA GOLD HONEY 3 CM THICKNESS - 6 SLABS SILVER SPARKLE 3 CM THICKNESS - 7 SLABS PARADISO CLASSIC 3 CM THICKNESS - 7 SLABS SUMMER YELLOW FREE SAMPLES (20 NOS) OF 6" X 6" SIZES PACKED IN A SMALL WOODEN BOX	
779.35 457.44 430.96 480.08 445.54 2593.37		7.79 7.59 8.50 6.79 7.79		\$ 6,071.14 \$ 3,471.97 \$ 3,663.16 \$ 3,259.74 \$ 3,470.76	
Amount Chargeable (in words)		Total		\$ 19,936.77	
US DOLLAR NINETEEN THOUSAND NINE HUNDRED THIRTY SIX AND CENTS SEVENTY SEVEN ONLY					
Declaration We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct		For P.R.P. USA  Authorised Signatory			
E.O.E					

P.R.P. USA
1207 CANDLEWOOD CT, AURORA, IL 60508, USA. PH. 630-215-7674, FAX: 630-692-6989
PACKING SLIP

CONSIGNEE:

" TO ORDER "

INVOICE No: 1515 / 16.10.2006

PORT OF LOADING : TUTICORIN

FINAL DESTINATION : SEMMES, AL 36575

CONTAINER NO: CPSU - 103362 - 9

P.O.# 281/ALB / 06/ 30.09.2006

PAYMENT TERMS F.O.B AT TUTICORIN PORT

MATERIAL NAME: ROYAL BURGUNDY, MADURA GOLD (HONED),

AT 90 DAYS FROM THE B/L DATE

SILVER SPARKLE, PARADISO CLASSICO, SUMMER YELLOW

PALLET - 1						
Sl. No.	Code	Slab Dimension		2 / 3 CM	Net Sq.Ft.	REMARKS
1	INDG/6-587/31	114	x 73	3 CM	57.79	
2	INDG/6-587/30	113	x 74	"	58.07	
3	INDG/6-587/29	114	x 75	"	59.38	
4	INDG/6-587/28	113	x 74	"	58.07	
5	INDG/6-587/27	114	x 75	"	59.38	
6	INDG/6-587/26	113	x 73	"	57.28	
7	INDG/6-587/25	113	x 74	"	58.07	
	Total 7 Slabs				408.03	
PALLET - 2						
8	INDG/6-587/39	112	x 70	3 CM	54.44	
9	INDG/6-587/40	112	x 69	"	53.67	
10	INDG/6-587/41	113	x 68	"	53.36	
11	INDG/6-587/42	114	x 67	"	53.04	
12	INDG/6-587/43	112	x 67	"	52.11	
13	INDG/6-587/44	113	x 68	"	53.36	
14	INDG/6-587/45	112	x 66	"	51.33	
	Total 7 Slabs				371.32	
PALLET - 3						
15	MG/3724/28	119	x 79	3 CM	65.28	
16	MG/3724/27	121	x 77	"	64.70	
17	MG/3724/26	119	x 79	"	65.28	
18	MG/3724/25	119	x 78	"	64.46	
19	MG/3724/24	122	x 79	"	66.93	
20	MG/3724/23	122	x 77	"	65.24	
21	MG/3724/22	121	x 78	"	65.54	
	Total 7 Slabs				457.44	

1236.79 Sq.Ft.

:: 2 ::

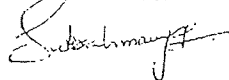
PALLET - 4

Sl. No.	Code	Slab Dimension			2 / 3 CM	Net Sq.Ft.	REMARKS
		B/F				1236.79	
22	SPL/7-293/01	135	x	74	3 CM	69.38	
23	SPL/7-293/02	135	x	75	"	70.31	
24	SPL/7-293/23	131	x	78	"	70.96	
25	SPL/7-293/22	135	x	78	"	73.13	
26	SPL/7-293/20	135	x	78	"	73.13	
27	SPL/7-293/18	135	x	79	"	74.06	
	Total 6 Slabs					430.96	
PALLET - 5							
28	PDO/9-58/16	134	x	73	3 CM	67.93	
29	PDO/9-58/08	133	x	74	"	68.35	
30	PDO/9-58/31	134	x	76	"	70.72	
31	PDO/9-58/30	133	x	74	"	68.35	
32	PDO/9-58/29	133	x	76	"	70.19	
33	PDO/9-58/07	133	x	75	"	69.27	
34	PDO/9-58/06	127	x	74	"	65.26	
	Total 7 Slabs					480.08	
PALLET - 6							
35	SMY/3606/21	119	x	75	3 CM	61.98	
36	SMY/3606/22	120	x	76	"	63.33	
37	SMY/3606/23	120	x	77	"	64.17	
38	SMY/3606/24	120	x	77	"	64.17	
39	SMY/3606/25	121	x	77	"	64.70	
40	SMY/3606/26	121	x	76	"	63.86	
41	SMY/3606/28	120	x	76	"	63.33	
	Total 7 Slabs					445.54	

Total 2593.37 Sq.Ft.

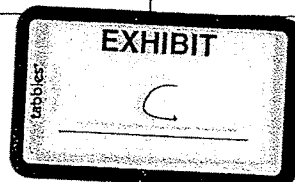
3 CM	14 Slabs	779.35 Sq.Ft.
3 CM	7 Slabs	457.44 Sq.Ft.
3 CM	6 Slabs	430.96 Sq.Ft.
3 CM	7 Slabs	480.08 Sq.Ft.
3 CM	7 Slabs	445.54 Sq.Ft.
Total	41 slabs	2593.37 Sq.Ft.

For P.R.P. USA


Authorized Signatory

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COMMERCIAL INVOICE					
PRP USA 1207, Candlewood CT, Aurora, IL 60508, USA		Invoice No. & Date : 1251116/11.30.2006		Exporter's Ref :	
		Buyer's Order No. : P.O.No: CUSTOM INTERIORS		L.C. No. & Date :	
		Other Reference(s) :			
CONSIGNEE : CUSTOM INTERIORS 8255 WARDS LANE SEMMES, AL 36575		Buyer's (If other than Consignee)			
		Country of Final Destination USA			
Pre-Carriage by ROAD	Place of Receipt by Pre-Carrier		Terms of Delivery and Payment AT 90 DAYS FROM THE B/L DATE		
Vessel / Flight No. LT UNICA	Port of Loading				
Port of Discharge LOS ANGELES	Final Destination SEMMES, AL				
Marks & Nos. Container No.	No. of Kinds of Pkgs.	Description of Goods	Quantity	Rate per	Amount
06 PALLETS GRANITE POLISHED SLABS <u>CONTAINER NO.</u> GLDU 2299376 <u>SEAL NO:</u> 3 CM THICKNESS -BALTIC BROWN 3 CM THICKNESS - TROPIC BROWN			<u>SQ. FT.</u> 1053.87 1216.37 2270.24	<u>Rate/Sq. Ft. USD</u> \$ 8.70 \$ 8.89	<u>TOTAL USD</u> \$ 9,168.67 \$ 10,813.53
Amount Chargable (in words)			Total	\$ 19,982.20	
US DOLLAR NINETEEN THOUSAND NINE HUNDRED EIGHT TWO AND CENTS TWENTY ONLY					
Conditions: *By accepting this invoice and the goods supplied, you are confirming the order placed (incl.variations if any) and payment terms mentioned above. *For any disputed arising out of the supply and payment, you agree to the jurisdiction of courts in the state of Illinois and the county of Dupage. *For any unpaid balances beyond the due date, you agree to pay interest of 12%. *The prevailing party in any dispute arising from this agreement shall be able to recover reasonable attorney and other charges from the other party			For P.R.P. USA Authorised Signatory		



Case 1:07-cv-04274 Document 6 Filed 07/31/2007 Page 2 of 7

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

STONE INTERIORS, INC., d/b/a PRP USA,)
)
 Plaintiff,)
)
 v.) Case No. 07 C 4274
)
 CUSTOM INTERIORS, LLC)
)
 Defendant.)

FIRST AMENDED COMPLAINT FOR BREACH OF CONTRACT

Plaintiff, Stone Interiors, Inc. d/b/a PRP USA ("Stone Interiors"), by and through its attorney, J. Scott Humphrey of Seyfarth Shaw LLC, alleges and states as follows for its Complaint for money judgment against Defendant Custom Interiors, LLC ("Custom Interiors").

OVERVIEW

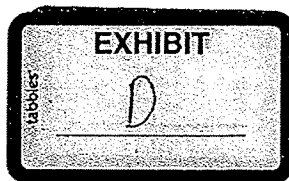
1. Stone Interiors seeks to recover a money judgment in the amount of \$137,435.89, plus interest, and to recover all costs incurred in this action, including attorneys fees, pursuant to an Agreement entered into between Stone Interiors and Custom Interiors in October and November 2006.

PARTIES, JURISDICTION AND VENUE

2. Stone Interiors is an Illinois corporation with its principal place of business located at 1207 Candlewood Court in Aurora, Illinois. Stone Interiors is in the business of supplying marble and granite products to various customers. All actions taken by Stone Interiors with respect to its business originate out of its headquarters in Aurora, Illinois.

3. Based upon information and belief, Custom Interiors is an Alabama Limited Liability Corporation with its principal place of business at 8255 Wards Lane in Semmes, Alabama.

CH1 11276939.1



4. Also based upon information and belief, Jason Ziglar, James Ziglar, Darrel Roberts and RZ Group, LLC are the only members of Custom Interiors. Jason Ziglar, James Ziglar and Darrel Roberts are individuals who reside in Alabama. RZ Group, LLC is an Alabama Limited Liability Corporation.

5. In October and November 2006, Stone Interiors entered into negotiations with Custom Interiors from its offices in Aurora, Illinois about supplying services and materials to Custom Interiors.

6. The parties subsequently entered into an Agreement whereby Stone Interiors agreed to supply, and Custom Interiors agreed to pay for, marble and granite slabs to Custom Interiors.

7. Stone Interiors entered into this Agreement from its offices in Aurora, Illinois.

8. Accordingly, this Court has original jurisdiction of this action under 28 U.S.C. §1332 because the parties are citizens of different states and the matter in controversy exceeds \$75,000.00.

9. Venue is also proper in this district under 28 U.S.C. §1391(a) because Stone Interiors' principal place of business is here, Custom Interiors conducts business here, a substantial portion of the transactions at issue took place here, and the parties specifically agreed that a court sitting in Illinois and Dupage County would resolve any dispute arising out of the Agreement.

BREACH OF CONTRACT

10. In October and November 2006, Stone Interiors and Custom Interiors entered into an Agreement (the "Agreement") whereby Custom Interiors would purchase, and Stone Interiors would deliver, marble and granite slabs from Stone Interiors. The terms of the Agreement are

found in the invoices sent by Stone Interiors to Custom Interiors on October 10, October 16 and November 30, 2006. Copies of these invoices are attached as Exhibits A-C.

11. Pursuant to the Agreement, Stone Interiors issued an invoice to Custom Interiors following Custom Interior's order for marble and/or granite slabs.

12. The invoice(s) stated the materials, quantity, price and total amount of Custom Interior's order and Stone Interiors would ship the marble and/or granite slabs to Custom Interiors along with the invoice.

13. The invoices also stated that payment for the marble and/or granite slabs is due within 90 days of the bill of lading.

14. Thus, under the express terms of the Agreement, Custom Interiors agreed to pay for all materials provided by Stone Interiors within 90 days of the bill of lading.

15. Stone Interiors and Custom Interiors further agreed that Custom Interiors would be charged interest at the rate of 12 percent per annum for any invoice that was not paid within 90 days of the bill of lading.

16. Finally, the parties agreed that the prevailing party in any dispute arising out of the Agreement "shall be able to recover reasonable attorney and other charges" from the non-prevailing party.

17. Pursuant to the Agreement, on October 10, 2006, Stone Interiors issued an invoice to Custom Interiors with a Bill of Lading date of October 10, 2006. The invoice amount was for \$12,335.41 worth of material. A copy of the invoice is attached as Exhibit A.

18. Pursuant to the Agreement, on October 16, 2006, Stone Interiors issued six invoices to Custom Interiors with a Bill of Lading date of October 16, 2006. The total invoice amount was for \$122,715.62 worth of material. A copy of the October 16, 2006 invoices are attached as Exhibit B.

19. Pursuant to the Agreement, on November 30, 2006, Stone Interiors issued an invoice to Custom Interiors with a Bill of Lading date of November 30, 2006. The invoice amount was for \$19,982.20 worth of material. A copy of the November 30, 2006 invoice is attached as Exhibit C.

20. Thus, in accordance with the Agreement, Stone Interiors provided Custom Interiors with \$155,033.23 worth of marble and granite in October and November 2006 and payment for the marble and granite was due no later than March 1, 2007.

21. Custom Interiors, however, only paid \$30,000.00 for the material Stone Interiors supplied Custom Interiors and, as such, has failed to pay the remaining \$125,033.23 it owes Stone Interiors.

22. Additionally, pursuant to the Agreement, interest at the rate of 12 percent per annum is to be applied to all sums that are overdue on each invoice.

23. The total amount of interest due under the Agreement, as of July 1, 2007, is \$12,402.66.

24. Moreover, on May 2, 2007, Custom Interiors offered, and Stone Interiors accepted, to comply with the duties and obligations Custom Interiors owed Stone Interiors under the Agreement by making full and complete payment of the \$137,435.89 it owed Stone Interiors by June 8, 2007.

25. Once again, Custom Interiors failed to live up to its duties and obligations.

26. Specifically, Custom Interiors failed to make full and complete payment of the amount owed Stone Interiors and, as of this date, Custom Interiors still owes Stone Interiors \$137,435.89.

27. Stone Interiors has fully performed all the duties and obligations it owed Custom Interiors under the Agreement.

Case 1:07-cv-04274 Document 6 Filed 07/31/2007 Page 6 of 7

28. Custom Interiors, however, has breached, and continues to breach, its Agreement with Stone Interiors by failing to pay Stone Interiors for all of the material Stone Interiors provided Custom Interiors in October and November 2006.

29. Accordingly, Stone Interiors is entitled to recover damages equal to the full amount due under the invoices, plus interest at the applicable interest rate, from Custom Interiors.

30. Stone Interiors is also allowed to recover its costs, including its attorneys fees, in having to institute legal proceedings against Custom Interiors.

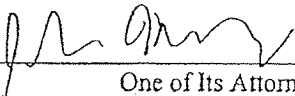
Case 1:07-cv-04274 Document 6 Filed 07/31/2007 Page 7 of 7

WHEREFORE, Stone Interiors, Inc. d/b/a PRP USA, respectfully requests that this Honorable Court enter judgment in its favor and against Defendant, Custom Interiors, LLC, as follows:

- (a) order Custom Interiors to pay Stone Interiors \$125,033.23 in principal pursuant to the outstanding invoices;
- (b) order Custom Interiors to pay, at a minimum \$12,402.66 for interest due as a result of the outstanding invoices, plus continuing interest at the rate of 12 percent per annum from March 2006 through the date that all amounts overdue on the invoices are paid in full;
- (c) order Custom Interiors to pay all of Stone Interior's costs and expenses, including its attorneys fees, for having to bring these legal proceedings;
- (d) award Stone Interiors, for the period subsequent to March 1, 2007, interest at the rate of 5 percent per annum on all amounts unpaid under the invoices, pursuant to 815 ILCS 205/2;
- (e) award Stone Interiors all further relief that is just and proper.

Respectfully submitted,

STONE INTERIORS, INC., d/b/a PRP USA.

By  _____
One of Its Attorneys

J. Scott Humphrey, Esq.
SEYFARTH SHAW LLP
131 South Dearborn Street, Suite 2400
Chicago, IL 60603-5577

Case 1:07-cv-04274 Document 8 Filed 08/29/2007 Page 1 of 2

AO 440 (Rev. 05/00) Summons in a Civil Action

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

SUMMONS IN A CIVIL CASE

STONE INTERIORS, INC., d/b/a PRP USA,

V.

CUSTOM INTERIORS, LLC

07CV 4274
CASE NUMBER:
JUDGE GUZMAN
ASSOCIATE JUDGE
MAGISTRATE JUDGE ASHMAN

DESIGNATED
MAGISTRATE JUDGE:

TO: (Name and address of Defendant)

CUSTOM INTERIORS LLC
c/o Jason Zigler
1280 Seven Hills Drive
Mobile, AL 36695

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

J. Scott Humphrey
SEYFARTH SHAW LLP
131 S. Dearborn Street, Suite 2400
Chicago, Illinois 60603

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

MICHAEL W. DOBBINS, CLERK

(By) DEPUTY CLERK

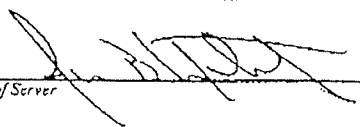
JUL 30 2007,

DATE



Case 1:07-cv-04274 Document 8 Filed 08/29/2007 Page 2 of 2

AO 440 (Rev. 05/00) Summons in a Civil Action

RETURN OF SERVICE		
Service of the Summons and complaint was made by me ⁽¹⁾	DATE August 8, 2007	
NAME OF SERVER (PRINT) JASON B. WEATHERBY	TITLE PRIVATE PROCESS SERVER	
Check one box below to indicate appropriate method of service		
<input checked="" type="checkbox"/> G Served personally upon the defendant. Place where served: 8255 WAADS LN SEMMEES, AL 36575		
<input type="checkbox"/> G Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein. Name of person with whom the summons and complaint were left: _____		
<input type="checkbox"/> G Returned unexecuted: _____ _____ _____		
<input type="checkbox"/> G Other (specify): _____ _____ _____		
STATEMENT OF SERVICE FEES		
TRAVEL	SERVICES	TOTAL
DECLARATION OF SERVER		
I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.		
Executed on 8-8-07 Date	Signature of Server 	
Address of Server P.O. Box 608 MOBILE, AL 36601		

FILED
AUG 29 2007
MICHAEL W. DOBBS
CLERK, U.S. DISTRICT COURT

(1) As in who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made this ____ day of September, 2007, by and between STONE INTERIORS, INC. d/b/a PRP USA ("STONE INTERIORS"), CUSTOMER INTERIORS, LLC ("CUSTOM INTERIORS") and MICHAEL ZAMPIERI ("ZAMPERI") (collectively, the "Parties").

RECITALS

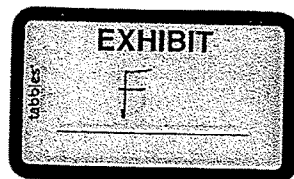
WHEREAS, on July 30, 2007, STONE INTERIORS filed suit against CUSTOM INTERIORS in the action captioned "*Stone Interiors, Inc. d/b/a PRP USA v. Custom Interiors, LLC*," Case No. 2007 CV 4274 (the "Lawsuit") in the United States District Court for the Northern District of Illinois;

WHEREAS, it is the desire of the Parties to resolve all disputes, asserted or unasserted, arising out of, or in any way related to any acts, failures to act, omissions, misrepresentations, facts, events, transactions, occurrences or other matters set forth, alleged, embraced by, or otherwise referred to at any time in the Lawsuit or between the Parties;

NOW, THEREFORE, for and in consideration of the Recitals, mutual promises, covenants and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party from the other, the Parties hereto agree as follows:

1. **Payment.** CUSTOM INTERIORS and ZAMPERI, jointly and severally, shall pay to STONE INTERIORS the total sum of ONE HUNDRED EIGHTEEN THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS AND 99/100 (\$118,179.99) in full and complete settlement of STONE INTERIORS claims against CUSTOM INTERIORS. CUSTOM INTERIORS and/or ZAMPERI are to make nine monthly payments of THIRTEEN THOUSAND ONE HUNDRED THIRTY-ONE DOLLARS AND 11/1100 (\$13,131.11) on or

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before the fifth day of each month beginning October 2007 and ending August 2008. The check representing the monthly payment should be made payable to:

Stone Interiors, Inc. d/b/a PRP USA
1207 Candlewood Court
Aurora, IL 60502

A copy of the check shall be sent to:

J. Scott Humphrey
Seyfarth Shaw LLP
131 South Dearborn Street, Suite 2400
Chicago, IL 60603.

In the event that any sums that are due hereunder are not timely paid, such outstanding sums shall bear interest at the lesser of 12% per annum or the highest legally permitted interest rate, if any, and such sum (the amount due under the Agreement and the applicable interest) shall be payable upon demand.

2. Release by Stone Interiors. STONE INTERIORS, with the intent of binding itself and its parent, affiliated and subsidiary companies, and its officers, directors, employees, agents, attorneys, insurers, sureties, predecessors, successors, assigns, personal representatives, insurers and insureds, does hereby release, remise and forever discharge CUSTOM INTERIORS and ZAMPERI and their respective parent, affiliated and subsidiary companies, and their respective officers, directors, members, employees, agents, attorneys, predecessors, successors, assigns, sureties, insurers, and personal representatives from any and all claims STONE INTERIORS has or may have for payment, repayment, reimbursement or recovery of any amount, relating in any way to the Lawsuit between the parties.

3. Release by Custom Interiors and Zamperi. CUSTOM INTERIORS and ZAMPERI, with the intent of binding themselves and their parent, affiliated and subsidiary companies, officers, directors, members, employees, agents, attorneys, predecessors, successors,

assigns and personal representatives, do hereby release, remise and forever discharge STONE INTERIORS and its parent, affiliated and subsidiary companies, officers, directors, employees, agents, attorneys, predecessors, successors, assigns, personal representatives, insurers and insureds from any and all claims CUSTOM INTERIORS and/or ZAMPERI have or may have against STONE INTERIORS arising from any business relationship CUSTOM INTERIORS and/or ZAMPERI had with STONE INTERIORS.

4. **Additional Representations and Warranties.** Each Party hereby represents and warrants to the other Parties that he or it (a) is the sole owner of any claims released or purported to be released by such Party under this Agreement, (b) has not filed, assigned, transferred, or purported to assign or transfer any claim released or purported to be released in this Agreement to any person or entity, (c) has full authority to enter into this Agreement and (d) has the ability and desire to fulfill the terms of this Agreement.

5. **Dismissal.** The Parties agree that the Complaint brought by STONE INTERIORS against CUSTOM INTERIORS shall be dismissed with prejudice and without costs.

6. **Modification and Amendment.** This Agreement may be modified or amended only by written agreement executed by all Parties hereto.

7. **This Agreement Is A Result of Compromise.** This Agreement is the result of a compromise by the Parties hereto and is not and shall not be considered as an admission of the truth of any allegations of wrongdoing or claims or contentions which relate to the subject matter of the Lawsuit, it being expressly understood and acknowledged that all Parties hereto deny any allegations of, and liability for, any claims by the opposing Party.

8. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties pertaining to the resolution of the Lawsuit and, except as

otherwise specified herein, supersedes and replaces all prior negotiations and proposed agreements, written or oral. The Parties acknowledge that no other party or agent or attorney of any other party has made any promise, representation or warranty to induce this Agreement and the Parties acknowledge that they have not executed this Agreement in reliance upon any such promise, representation or warranty not contained herein. Each of the Parties have read the Agreement, understand the contents thereof, and is signing the Agreement as its own free act and deed, without any persuasion or coercion on the part of anyone, and after relying upon the advice of independent counsel or after having the opportunity to have this Agreement reviewed by independent counsel.

9. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois, without regard to its choice of law principles and the Parties hereby covenant and agree that any and all actions arising out of or related to this Agreement will be brought and maintained in the United States District Court for the Northern District of Illinois and each party to this Agreement hereby consents and submits to the exclusive jurisdiction of and service or process from such court for any and all such actions.

10. Counterparts. This Agreement may be executed in counterparts with the same force and effect as if a single original had been executed by the parties hereto.

11. Knowing and Voluntary. Each Party verifies that it has had a full and fair opportunity to consult with counsel of its choice concerning this Agreement and/or that it has consulted its counsel prior to signing this Agreement, that it is knowingly and voluntarily entering into this Agreement, and that it has not been coerced or threatened into signing this Agreement. No party shall be deemed or claim to be the drafter of this Agreement.

12. **Breach of Agreement.** In the event that any Party to this Agreement breaches the terms of this Agreement, the prevailing party in any legal proceeding arising out of this Agreement shall be entitled to recover all reasonable attorney fees and litigation costs, including filing fees and expert fees, and shall be entitled to seek the full recovery of the amount claimed in the Lawsuit.

IN WITNESS THEREOF, the undersigned have caused this Settlement Agreement and Release to be executed by a duly authorized individual.

STONE INTERIORS, INC. d/b/a PRP USA

By _____ Date: _____
Name:
Title:

CUSTOM INTERIORS, LLC

By _____ Date: _____
Name:
Title:

MICHAEL ZAMPERI

By _____ Date: _____

12. Breach of Agreement. In the event that any Party to this Agreement breaches the terms of this Agreement, the prevailing party in any legal proceeding arising out of this Agreement shall be entitled to recover all reasonable attorney fees and litigation costs, including filing fees and expert fees, and shall be entitled to seek the full recovery of the amount claimed in the Lawsuit.

IN WITNESS THEREOF, the undersigned have caused this Settlement Agreement and Release to be executed by a duly authorized individual.

STONE INTERIORS, INC. d/b/a PRP USA

By: _____ Date: _____
Name: _____
Title: _____

CUSTOM INTERIORS, LLC

By: Mike Zamper Date: 10/11/07
Name: _____
Title: _____

General Mgr managing member is
MICHAEL ZAMPERI IV - out of country until 10/13

By: _____ Date: _____

Michael Zamper III - managing member

Jim Ziglar

Jason Ziglar

member

member

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CERTIFICATE OF SERVICE

I, J. Scott Humphrey, an attorney, certify that I caused a true and correct copy of the foregoing First Amended Complaint to be served upon:

Mr. Mike Zampieri
Custom Interiors
8255 Wards Lane
Semmes, Alabama 36575

Ms. Sharon K. Beck
Hard Rock Enterprises LLC
10023 Lifeline Court
Mobile, Alabama 36608

by placing in a properly addressed, postage prepaid envelope and deposited in the U.S. Mail at 131 S. Dearborn Street, Chicago, Illinois this 16th day of May, 2008.

s/J. Scott Humphrey